

# **EXHIBIT 1**

David J. Groesbeck  
WSBA No. 24749  
David J. Groesbeck, P.S.  
1716 Sylvester St. SW  
Olympia, Washington 98501  
Tel.: 509-747-2800  
Fax: 509-747-2828  
Email: [david@groesbecklaw.com](mailto:david@groesbecklaw.com)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

PARLER LLC,

Plaintiff,

v.

AMAZON WEB SERVICES, INC.,

Defendant

No. \_\_\_\_\_

**VERIFIED COMPLAINT**

**(JURY DEMAND REQUESTED)**

VERIFIED COMPLAINT - 1



David J. Groesbeck, P.S.  
Attorney and Counselor  
1716 Sylvester St. SW  
Olympia, Washington 98501  
(509) 747-2800

1 Plaintiff Parler LLC (“Parler”), by its undersigned counsel, alleges, and by  
2 its Chief Operating Officer, verifies, as follows:

3  
4 **NATURE OF THE ACTION**

5 1. This is a civil action for injunctive relief, including a temporary  
6 restraining order and preliminary injunctive relief, and damages. Last Month,  
7 Defendant Amazon Web Services, Inc. (“AWS”) and the popular social media  
8 platform Twitter signed a multi-year deal so that AWS could support the daily  
9 delivery of millions of tweets. AWS currently provides that same service to Parler,  
10 a conservative microblogging alternative and competitor to Twitter.

11  
12 2. When Twitter announced two evenings ago that it was permanently  
13 banning President Trump from its platform, conservative users began to flee  
14 Twitter en masse for Parler. The exodus was so large that the next day, yesterday,  
15 Parler became the number one free app downloaded from Apple’s App Store.

16  
17 3. Yet last evening, AWS announced that it would suspend Parler’s  
18 account effective Sunday, January 10th, at 11:59 PM PST. And it stated the reason  
19 for the suspension was that AWS was not confident Parler could properly police its  
20 platform regarding content that encourages or incites violence against others.  
21 However, Friday night one of the top trending tweets on Twitter was “Hang Mike  
22 Pence.” But AWS has no plans nor has it made any threats to suspend Twitter’s  
23 account.



1           4.       AWS's decision to effectively terminate Parler's account is apparently  
2 motivated by political animus. It is also apparently designed to reduce competition  
3 in the microblogging services market to the benefit of Twitter.  
4

5           5.       Thus, AWS is violating Section 1 of the Sherman Antitrust Act in  
6 combination with Defendant Twitter. AWS is also breaching its contract with  
7 Parler, which requires AWS to provide Parler with a thirty-day notice before  
8 terminating service, rather than the less than thirty-hour notice AWS actually  
9 provided. Finally, AWS is committing intentional interference with prospective  
10 economic advantage given the millions of users expected to sign up in the near  
11 future.  
12  
13  
14

15           6.       This emergency suit seeks a Temporary Restraining Order against  
16 Defendant Amazon Web Services to prevent it from shutting down Parler's account  
17 at the end of today. Doing so is the equivalent of pulling the plug on a hospital  
18 patient on life support. It will kill Parler's business—at the very time it is set to  
19 skyrocket.  
20  
21

## 22                               **JURISDICTION AND VENUE**

23  
24           7.       This Court has subject matter jurisdiction over Parler's federal  
25 antitrust claims under 28 U.S.C. §§ 1331 and 1337, as well as under 15 U.S.C. §  
26 26. The Court has supplemental jurisdiction over Parler's state law claims under  
27 28 U.S.C. § 1367.  
28  
29  
30



9. Venue lies in this District under 28 U.S.C. § 1391(b) because AWS maintains its principal place of business in the State of Washington and in this District, and because a substantial part of the events giving rise to Parler's claims occurred in this District. Personal jurisdiction and venue may also be deemed proper under 15 U.S.C. § 22, because AWS may be found in or transacts business in this District.

10. Plaintiff Parler LLC is a Nevada limited liability corporation with its principal place of business in Henderson, Nevada. Parler is “the solution to problems that have surfaced in recent years due to changes in Big Tech policy influenced by various special-interest groups.” *Our Company*, <https://company.parler.com>. Thus, “Parler is built upon a foundation of respect for privacy and personal data, free speech, free markets, and ethical, transparent corporate policy.” *Id.*

11. Defendant Amazon Web Services, Inc., an Amazon.com, Inc. company, is a Delaware corporation with its principal place of business in Seattle, Washington. AWS is the world's leading cloud service providers, capturing a third of the global market. See Global Cloud Infrastructure Market Q3 2020, <https://www.canalys.com/newsroom/worldwide-cloud-market-q320>. This is almost double the next largest competitor, and equal to the next three largest competitors combined. *Id.* AWS generates tens of billions of dollars in revenue annually. *Id.*

12. According to its own press release, “[f]or 14 years, [AWS] has been the world’s most comprehensive and broadly adopted cloud platform.” *Twitter Selects AWS as Strategic Provider to Serve Timelines*, Press Center, Amazon, (Dec. 15, 2020), <https://press.aboutamazon.com/news-releases/news-release-details/twitter-selects-aws-strategic-provider-serve-timelines>. That is why “[m]illions of customers—including the fastest-growing startups, largest enterprises, and leading government agencies—trust AWS to power their infrastructure, become more agile, and lower costs.” *Id.* In short, AWS is the Rolls Royce of cloud platform providers.

### FACTS

13. Parler contracts with AWS to provide the cloud computing services Parler needs for its apps and website to function on the internet. Further, that both the apps and the website are written to work with AWS’s technology. To have to switch to a different service provider would require rewriting that code, meaning



Parler will be offline for a financially devastating period.

14. Parler is also a competitor of Twitter as both provide a similar platform for users to communicate with short messages, links, and pictures. Like many social media platforms, Parler's business model is not based on subscription fees.

15. Less than a month ago, AWS announced with a press release a new multi-year deal with Twitter. AWS will "provide global cloud infrastructure to deliver Twitter timelines." *Twitter Selects AWS as Strategic Provider to Serve Timelines*, Press Center, Amazon, (Dec. 15, 2020), <https://press.aboutamazon.com/news-releases/news-release-details/twitter-selects-aws-strategic-provider-serve-timelines>.

16. According to the deal, "Twitter will leverage AWS's proven infrastructure and portfolio of services to support delivery of millions of daily Tweets." *Id.* Further, "[t]his expansion onto AWS marks the first time that Twitter is leveraging the public cloud to scale their real-time service." *Id.* This deal "buil[t] on the companies' more than decade-long collaboration, where AWS continues to provide Twitter with storage, compute, database, and content delivery services to support its distribution of images, videos and ad content." *Id.* What is more, together "Twitter and AWS will create an architecture that extends Twitter's on-



premises infrastructure to enable them to seamlessly run and scale the real-time service globally, increase its reliability . . . , and rapidly move new features into production around the world.” *Id.*

17. At the same time, Parler began to significantly increase its usership at the expense of Twitter. After the election in November, the New York Times reported that “millions have migrated to alternative social media and media sites like Parler . . . .” Mike Isaac & Kellen Browning, *Fact-Checked on Facebook and Twitter, Some Conservatives Switch Their Apps*, NY Times (Nov. 18, 2020), <https://www.nytimes.com/2020/11/11/technology/parler-rumble-newsmax.html>. In fact, less than a week after Election Day, between November 3rd and November 8th, Parler’s app experienced nearly one million downloads. *See Parler, A Conservative Twitter Clone, Has Seen Nearly 1 Million Downloads Since Election Day*, The Verge (Nov. 9, 2020), <https://www.theverge.com/2020/11/9/21557219/parler-conservative-app-download-new-users-moderation-bias>. This resulted in Parler rocketing to be “the #1 free app in the iOS App Store, up from #1,023” just a week earlier. *Id.* Likewise, in that same week the Parler app went from 486th to 1st in the Google Play rankings. *Id.* Not surprisingly, “the app was the 10th most downloaded social media app in 2020 with 8.1 million new installs.” Jonathan Schieber, *Parler Jumps to No. 1 on App Store after Facebook and Twitter Ban Trump*, TechCrunch (Jan. 9, 2021),





<https://techcrunch.com/2021/01/09/parler-jumps-to-no-1-on-app-store-after-facebook-and-twitter-bans/>.

18. In 2021, this trend not only continued, it accelerated, thanks to Twitter's announcement two days ago that it would permanently ban President Trump from its platform. *Id.* On that day, last Friday, Parler saw installs increase in the United States by 355%. *Id.* After Twitter's announcement, conservative politicians and media figures began encouraging their followers to switch to Parler. *See* Yelena Dzhanova, *Top Conservative Figures are Tweeting to Advertise their Parler Accounts After Trump was Permanently Banned from Twitter*, Business Insider (Jan. 9, 2021), <https://www.businessinsider.com/top-conservatives-moving-to-parler-after-trumps-ban-from-twitter-2021-1>. *See also* Joseph A. Wulfsohn, *Conservatives Flee to Parler Following Twitter's Permanent Suspension of Trump*, Fox News (Jan. 9, 2021), <https://www.foxnews.com/media/conservatives-join-parler-twitter-trump-ban>.

19. Speculation began to mount that President Trump would likewise move to Parler. *Id.* Given the close to 90 million followers the President had on Twitter, this would be an astronomical boon to Parley and a heavy blow to Twitter. *See* Donald J. Trump (@realDonaldTrump) *Twitter Statistics*, Socialbakers, <https://www.socialbakers.com/statistics/twitter/profiles/detail/25073877-realdonaldtrump>.



20. Given the context of Parler's looming threat to Twitter and the fact that the Twitter ban might not long muzzle the President if he switched to Parler, potentially bringing tens of millions of followers with him, AWS moved to shut down Parler. *See id.*

21. Yesterday evening, at 6:07 pm PST, web news site BuzzFeed posted an article with screenshots of a letter from AWS to Parler, informing Parler that its account would be suspended at 11:59 pm PST on Sunday, less than thirty hours later. *See* John Paczkowski, *Amazon Is Booting Parler Off of Its Web Hosting Service*, BuzzFeed (Jan. 9, 2021), <https://www.buzzfeednews.com/article/johnpaczkowski/amazon-parler-aws>.

Strangely, the article with the letter was posted before Parler itself received the letter in an email, received at 7:19 pm PST, over an hour after the BuzzFeed article went online, meaning AWS leaked the letter to BuzzFeed before sending it to Parler. *See* Exhibit A.

22. Last evening, the Associated Press reported that "Parler may be the leading candidate" for President Trump after his Twitter ban as "[e]xperts had predicted Trump might pop up on Parler . . ."). Frank Bajak, *Squelched by Twitter, Trump Seeks New Online Megaphone*, Associated Press (Jan. 9, 2021), <https://apnews.com/article/donald-trump-politics-media-social-media-coronavirus-pandemic-f5b565ca93a792640211e6438f2db842>. However, the AP also observed



that “Amazon struck [a] blow Saturday [against the chances of Trump adopting the platform], informing Parler it would need to look for a new web-hosting service effective midnight Sunday.” *Id.*

23. This death blow by AWS could not come at a worse time for Parler—a time when the company is surging with the potential of even more explosive growth in the next few days. Worse than the timing is the result—Parler has tried to find alternative companies to host it and they have fallen through. It has no other options. Without AWS, Parler is finished as it has no way to get online. And a delay of granting this TRO by even one day could also sound Parler’s death knell as President Trump and others move on to other platforms.<sup>1</sup> It is no wonder, then, that competitor Twitter’s CEO has heartily endorsed efforts to remove Parler from the public sphere. *See* Kevin Shalvey, *Parler’s CEO John Matze Responded Angrily After Jack Dorsey Endorsed Apple’s Removal of the Social Network Favored by Conservatives*, *Business Insider* (Jan. 10, 2021), <https://www.businessinsider.com/parler-john-matze-responded-angrily-jack-dorsey-apple-ban-2021-1>.

---

<sup>1</sup> AWS indefinitely suspending Parler’s account is categorically different than Google or Apple dropping Parler from their app stores. In the instance of the latter, existing Parler users can still use its app—it’s just harder for Parler to sign up new users. But with AWS’s move, both existing users and new users are completely prevented from using the app until Parler can find some other service to replace AWS. Users are also prevented from using Parler’s website, which is likewise dependent upon AWS.



24. Parler’s rival social media apps, such as conservative-oriented Gab or conservative media Rumble, are also experiencing record growth right now. *See Isaac & Browning, Fact-checked on Facebook and Twitter*, supra. If Parler is not available, people will turn to alternatives, or perhaps return to Twitter or Facebook. What is more, Parler’s current users are likely to leave and go to another platform if Parler is down for an indefinite period. And once those users have begun to use another platform, they may not return to Parler once it’s back online.

25. And by silencing Parler, AWS silences the millions of Parler users who do not feel their free speech is protected by Twitter or other social media apps.

26. What is more, by pulling the plug on Parler but leaving Twitter alone despite identical conduct by users on both sites, AWS reveals that its expressed reasons for suspending Parler’s account are but pretext. In its note announcing the pending termination of Parler’s service, AWS alleged that “[o]ver the past several weeks, we’ve reported 98 examples to Parler of posts that clearly encourage and incite violence.” Exhibit A. AWS provide a few examples, including one that stated, “How bout make them hang?”, followed by a series of hashtags, including “#fuckmikepence.” *Id.*

27. AWS further stated to Parler that the “violent content on your website . . . violates our terms.” *Id.* Because, AWS declared, “we cannot provide services to a customer that is unable to effectively identify and remove content that



encourages or incites violence against others,” AWS announced the pending termination of Parler’s account. *Id.*

28. However, the day before, on Friday, one of the top trends on Twitter was “Hang Mike Pence,” with over 14,000 tweets. *See* Peter Aitken, ‘Hang Mike Pence’ Trends on Twitter After Platform Suspends Trump for Risk of ‘Incitement of Violence’, Fox News (Jan. 9, 2021), <https://www.foxnews.com/politics/twitter-trending-hang-mike-pence>. And earlier last week, a Los Angeles Times columnist observed that Twitter and other social media platforms are partly culpable for the Capital Hill riot, by allowing rioters to communicate and rile each other up. *See* Erika D. Smith, *How Twitter, Facebook are Partly Culpable for Trump DC Riot*, LA Times (Jan. 6, 2021), <https://www.latimes.com/california/story/2021-01-06/how-twitter-facebook-partly-culpable-trump-dc-riot-capitol>. Yet these equivalent, if not greater, violations of AWS’s terms of service by Twitter have apparently been ignored by AWS.

29. AWS knew its allegations contained in the letter it leaked to the press that Parler was not able to find and remove content that encouraged violence was false—because over the last few days Parler had removed everything AWS had brought to its attention and more. Yet AWS sought to defame Parler nonetheless. And because of AWS false claims, leaked to the public, Parler has not only lost current and future customers, but Parler has also been unable to find an



alternative web hosting company. In short, AWS false claims have made Parler a pariah.

**Count One: Sherman Act, Section 1**

**AWS is prohibited from contracting or conspiring to restrain trade or commerce.**

30. Parler restates, re-alleges, and incorporates by reference each of the allegations set forth in the rest of this Complaint as if fully set forth herein.

31. Section 1 of the Sherman Act prohibits “[e]very contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce . . .” 15 U.S.C. § 1. “To state a claim under Section 1, a plaintiff must allege facts that, if true, will prove: (1) the existence of a conspiracy, (2) intention on the part of the co-conspirators to restrain trade, and (3) actual injury to competition.” *Coalition For ICANN Transparency, Inc. v. VeriSign, Inc.*, 611 F.3d 495, 501-02 (9th Cir. 2010).

32. Less than a month ago, AWS and Parler’s competitor, Twitter, entered into a multi-year deal. Late Friday evening, Twitter banned President Trump from using its platform, thereby driving enormous numbers of its users to Parler. Twenty-four hours later, AWS announced it would indefinitely suspend Parler’s account.

33. AWS’s reasons for doing so are not consistent with its treatment of Twitter, indicating a desire to harm Parler.



34. By suspending Parler's account, AWS will remove from the market a surging player, severely restraining commerce in the microblogging services market.

35. AWS's actions violate the Sherman Act, 5 U.S.C. § 1.

36. Parler is entitled to injunctive relief.

### **Count Two: Breach of Contract**

#### **AWS breached its contract with Parler by not providing thirty days' notice before terminating its account.**

37. Parler restates, re-alleges, and incorporates by reference each of the allegations set forth in the rest of this Complaint as if fully set forth herein.

38. Under Washington law, "[a] breach of contract is actionable only if the contract imposes a duty, the duty is breached, and the breach proximately causes damage to the claimant." *See Northwest Independent Forest Mfrs. v. Dept. of Labor and Industries*, 78 Wn. App. 707, 712, 899 P.2d 6 (1995).

39. The AWS Customer Agreement with Parler allows either party to terminate the agreement "for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party." Exhibit B.

40. On January 8, 2021, AWS brought concerns to Parler about user content that encouraged violence. Parler addressed them, and then AWS said it was "okay" with Parler.



1           41. The next day, January 9, 2021, AWS brought more “bad” content to  
2 Parler and Parler took down all of that content by the evening.

3  
4           42. Thus, there was no uncured material breach of the Agreement for 30  
5 days, as required for termination.

6  
7           43. Further, while AWS used the term “suspension” in its notice to Parler,  
8 it stated that it would “ensure that all of your data is preserved for you to migrate  
9 to your own servers, and will work with you as best as we can to help your  
10 migration.” Exhibit A. This is not action AWS would take for a temporary  
11 suspension, but rather for a permanent termination. Thus, whatever words AWS  
12 used, it was terminating the Agreement with Parler.  
13  
14

15           44. This termination will immediately make it impossible for Parler to have  
16 an online presence for at least a week, depriving Parler’s current users of any use  
17 of the app and website, and completely preventing any new users from  
18 downloading and using the app, or the website.  
19  
20

21           45. Thus, AWS will have breached its contract with and harmed Parler.  
22 Further, lost future profits in this case are difficult to calculate due to the rapidly  
23 increasing nature of Parler’s user base. That’s because “[t]he usual method for  
24 proving lost profits is to establish profit history.” *Tiegs v. Watts*, 135 Wash.2d 1  
25 (1998). But that history will, at best, undervalue the future given how quickly  
26 Parler is growing. And at worst, Parler will get nothing as “[l]ost profits cannot be  
27  
28  
29  
30





recovered where they are speculative, uncertain and conjectural” because “[t]he amount of lost profits must be established with reasonable certainty.” *Id.* Thus, money damages may not be available, but at the least are insufficient to make Parler whole.

46. Parler is entitled to injunctive relief.

**Count Three: Tortious Interference with a Contract or Business Expectancy**

**By terminating Parler’s account, AWS will intentionally interfere with the contracts Parler has with millions of its present users, as well as with the users it is projected to gain this week.**

47. Parler restates, re-alleges, and incorporates by reference each of the allegations set forth in the rest of this Complaint as if fully set forth herein.

48. In Washington, “[t]he elements of tortious interference with a contract or expectancy are: (1) the existence of a valid contractual relationship or business expectancy; (2) the defendant’s knowledge of that relationship; (3) an intentional interference inducing or causing a breach or termination of the relationship or expectancy; (4) the defendant’s interference for an improper purpose or by improper means; and (5) resulting damage.” *Koch v. Mutual of Enumclaw Ins. Co.*, 108 Wn. App. 500, 506, 31 P.3d 698 (2001).

49. Parler currently has over 12 million users under contract. It expects to add millions more this week given its growth the last few days and the growing voice of conservatives encouraging their Twitter followers to switch to Parler.



50. AWS is aware of Parler's user numbers and current trends. AWS also knew that Parler was negotiating with it to increase its server capacity given this ongoing and expected growth. AWS also knew of public speculation that Trump, with his nearly 90 million Twitter followers, was going to switch to Parler, likely bringing many of those followers with him. Finally, AWS also knew from public statements that Parler was about to go to the market to raise money.

51. AWS intentionally will interfere with Parler's current contracts and future expected customer relationships by terminating Parler's Agreement with it under the pretext that Parler was in violation of that contract when AWS knew Parler was not in violation (and when Twitter was engaging in identical conduct but AWS did not terminate its contract with Twitter).

52. Parler will be severely damaged financially and reputationally if it must go offline Sunday at midnight because AWS terminates Parler's account. As noted above, given the speculative nature of Parler's financial and reputational damages, money damages will not make it whole.

53. Therefore, Parler is entitled to injunctive relief.

### **PRAYER FOR RELIEF**

Plaintiff respectfully requests that the Court:

A. Grant Parler's motion for a Temporary Restraining Order and order AWS to maintain Parler's account until further notice from this Court, and to refrain from



suspending, terminating or failing to provide any services previously provided under Parler's customer agreement with AWS.

B. Grant Parler damages, including trebled damages, in an amount to be determined at trial.

C. Grant Parler such other relief as the Court deems just and proper.

///

///

///

///

Dated: January 10, 2021.

Respectfully submitted,

/s David J. Groesbeck  
WSBA No. 24749  
DAVID J. GROESBECK, P.S.  
1716 Sylvester St. SW  
Olympia, WA 98501  
(509) 747-2800  
[david@groesbecklaw.com](mailto:david@groesbecklaw.com)

621 W. Mallon Ave., Suite 507  
Spokane, WA 99201

*Counsel for Plaintiff*

VERIFIED COMPLAINT - 18



David J. Groesbeck, P.S.  
Attorney and Counselor  
1716 Sylvester St. SW  
Olympia, Washington 98501  
(509) 747-2800

### VERIFICATION

I, John Matze, say that I am the Chief Executive Officer of Parler LLC in the case captioned *Parler LLC v. Amazon Web Services, Inc.*, in the U.S. District Court for the Western District of Washington, and have authorized the filing of this complaint. I have reviewed the allegations made in the complaint, and to those allegations of which I have personal knowledge, I know them to be true. As to those allegations of which I do not have personal knowledge, I believe them to be true.

Dated: January 10, 2021

Verified by:

---

John Matze  
Chief Executive Officer, Parler LLC

EXHIBIT A

**From:** AWS Trust and Safety <[trust-and-safety@amazon.com](mailto:trust-and-safety@amazon.com)>

**Sent:** Saturday, January 9, 2021 7:19 PM

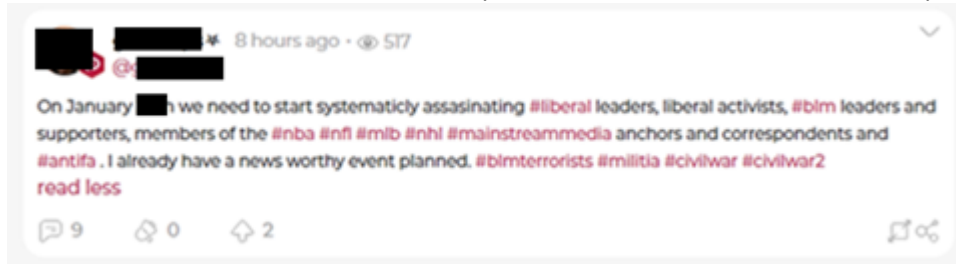
**To:** Amy Peikoff <[apeikoff@PARLER.COM](mailto:apeikoff@PARLER.COM)>

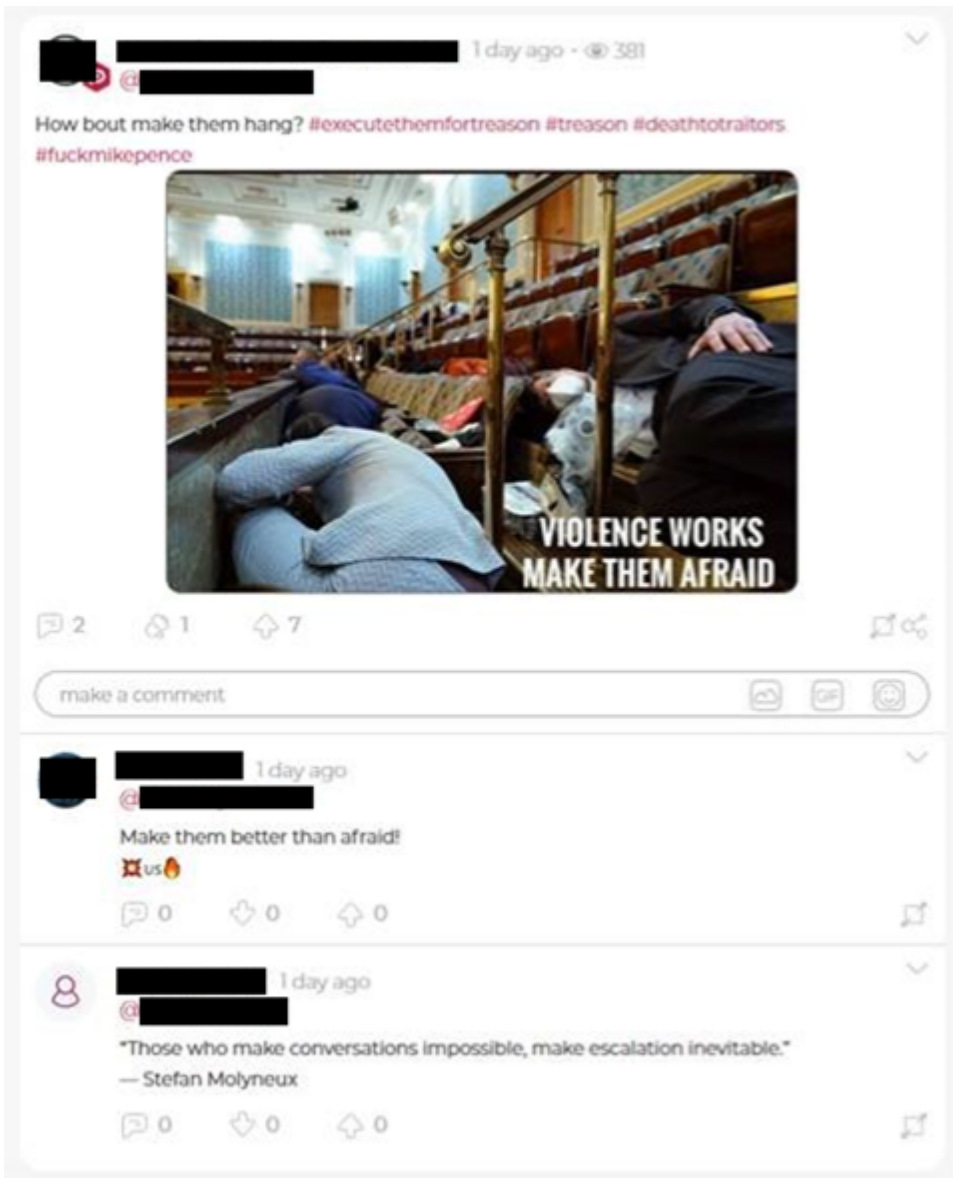
**Subject:** Your AWS Account

Dear Amy,

Thank you for speaking with us earlier today.

As we discussed on the phone yesterday and this morning, we remain troubled by the repeated violations of our terms of service. Over the past several weeks, we've reported 98 examples to Parler of posts that clearly encourage and incite violence. Here are a few examples below from the ones we've sent previously:





Recently, we've seen a steady increase in this violent content on your website, all of which violates our terms. It's clear that Parler does not have an effective process to comply with the AWS terms of service. It also seems that Parler is still trying to determine its position on content moderation. You remove some violent content when contacted by us or others, but not always with urgency. Your CEO recently stated publicly that he doesn't "feel responsible for any of this, and neither should the platform." This morning, you shared that you have a plan to more proactively moderate violent content, but plan to do so manually with volunteers. It's our view that this nascent plan to use volunteers to promptly identify and remove dangerous content will not work in light of the rapidly growing number of violent posts. This is further demonstrated by the fact that you still have not taken down much of the content that we've sent you. Given the unfortunate events that transpired this past week in Washington, D.C., there is serious risk that this type of content will further incite violence.

AWS provides technology and services to customers across the political spectrum, and we continue to respect Parler's right to determine for itself what content it will allow on its site. However, we cannot provide services to a customer that is unable to effectively identify and remove content that encourages or incites violence against others. Because Parler cannot comply with our terms of service and poses a very real risk to public safety, we plan to suspend Parler's account effective [Sunday, January 10<sup>th</sup>, at 11:59PM PST](#). We will ensure that all of your data is preserved for you to migrate to your own servers, and will work with you as best as we can to help your migration.

- AWS Trust & Safety Team

EXHIBIT B





LEGAL

# AWS Customer Agreement

[AWS Customer Agreement](#)[Get Started for Free](#)[Create Free Account](#)

\*If your address is in India, please review the [AISPL Customer Agreement](#), which governs your access to and use of the Service Offerings.

\*Please note that as of July 1, 2018, customers located in Europe, the Middle East, or Africa (other than South Africa) contract with our European based AWS Contracting Party, as provided in Section 14. See the [AWS Europe FAQ](#) for more information.

\*Please note that as of August 1, 2020, customers located in South Africa contract with our South Africa based AWS Contracting Party, as provided in Section 14. See the [AWS South Africa FAQ](#) for more information.

\*Please note that as of November 1, 2020, customers located in Brazil contract with our Brazil based AWS Contracting Party, as provided in Section 14. See the [AWS SBL FAQ](#) for more information.

\*Observe que, a partir de 1º de novembro de 2020, os usuários localizados no Brasil celebrarão contrato com a nossa Parte Contratante da AWS sediada no Brasil, conforme prevê a Cláusula 14. Consulte as Perguntas Frequentes sobre a AWS SBL para obter mais informações. Consulte [aqui](#) a versão em português deste Contrato do Cliente AWS.

\*Please note that as of December 1, 2020, customers located in South Korea contract with our South Korea based AWS Contracting Party, as provided in Section 14. See the [AWS South Korea FAQs](#) for more information.



**Last Updated: November 30, 2020**

[See What's Changed](#)

LEGAL

**AWS Customer Agreement**

Get Started for Free

Create Free Account

This AWS Customer Agreement (this “**Agreement**”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between the applicable AWS Contracting Party specified in Section 14 below (also referred to as “**AWS**,” “**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**you**” or “**your**”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Service Offerings (the “**Effective Date**”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

## 1. Use of the Service Offerings.

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements and Service Terms apply to certain Service Offerings. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Service Offerings.

1.2 Your Account. To access the Services, you must have an AWS account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address.

1.3 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

## 2. Changes.

2.1 To the Services. We may change or discontinue any of the Services from time to time. We will provide you at least 12 months’ prior notice if we discontinue material functionality of a Service that you are using, or materially alter a customer-facing API that you are using in a backwards-incompatible fashion, except that this notice will not be required if the 12 month notice period (a) would pose a security or intellectual property issue to



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

2.2 To the Service Level Agreements. We may change, discontinue or add Service Level Agreements from time to time in accordance with Section 12.

### 3. Security and Data Privacy.

3.1 AWS Security. Without limiting Section 10 or your obligations under Section 4.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. You may specify the AWS regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the AWS regions you select. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) subject to Section 3.3, move Your Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Notice, and you consent to such usage. The Privacy Notice does not apply to Your Content.

3.3 Service Attributes. To provide billing and administration services, we may process Service Attributes in the AWS region(s) where you use the Service Offerings and the AWS regions in the United States. To provide you with support services initiated by you and investigate fraud, abuse or violations of this Agreement, we may process Service Attributes where we maintain our support and investigation personnel.

### 4. Your Responsibilities.

4.1 Your Accounts. Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.

4.2 Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

4.3 Your Security and Backup. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

4.4 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

4.5 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

## 5. Fees and Payment.

5.1 Service Fees. We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Service Offerings as described on the AWS Site using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the AWS Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

(and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes, except where applicable law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

## 6. Temporary Suspension.

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- (a) your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the Service Offerings or the systems or Content of any other AWS customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;
- (b) you are, or any End User is, in breach of this Agreement;
- (c) you are in breach of your payment obligations under Section 5; or
- (d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

(b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

## 7. Term; Termination.

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2.

### 7.2 Termination.

(a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

### 7.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

(i) except as provided in Section 7.3(b), all your rights under this Agreement immediately terminate;



LEGAL

AWS Customer Agreement

&gt;

Get Started for Free

Create Free Account

any fees and charges you incur during the post-termination period described in Section 7.3(b);

(iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and

(iv) Sections 4.1, 5, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

(b) Post-Termination. Unless we terminate your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following the Termination Date:

(i) we will not take action to remove from the AWS systems any of Your Content as a result of the termination; and

(ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 5.

## 8. Proprietary Rights.

**8.1 Your Content.** Except as provided in this Section 8, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Service Offerings to you and any End Users.

**8.2 Adequate Rights.** You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Service Offerings will violate the Acceptable Use Policy.

**8.3 Service Offerings License.** We or our licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use the Services solely in



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

this Section 8.3, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some AWS Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the AWS Content or Third-Party Content that is the subject of such separate license.

8.4 License Restrictions. Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. You may only use the AWS Marks in accordance with the Trademark Use Guidelines. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

8.5 Suggestions. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

## 9. Indemnification.

9.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between





LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

## 9.2 Intellectual Property.

(a) Subject to the limitations in this Section 9, AWS will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 9, you will defend AWS, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) Neither party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, AWS will have no obligations or liability arising from your or any End User's use of the Services after AWS has notified you to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

(d) For any claim covered by Section 9.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

9.3 Process. The obligations under this Section 9 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

**10. Disclaimers.**

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

**11. Limitations of Liability.**

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

## 12. Modifications to the Agreement.

We may modify this Agreement (including any Policies) at any time by posting a revised version on the AWS Site or by otherwise notifying you in accordance with Section 13.10; provided, however, that we will provide at least 90 days' advance notice in accordance with Section 13.10 for adverse changes to any Service Level Agreement. Subject to the 90 day advance notice requirement with respect to adverse changes to Service Level Agreements, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the AWS Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

## 13. Miscellaneous.

13.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AWS as a party to this Agreement and AWS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede prior commitments to purchase Services such as Amazon EC2 Reserved Instances). We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal,



	<p>document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.</p>
LEGAL	<p>13.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.</p>
AWS Customer Agreement	<p>13.4 Governing Law. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.</p> <p>13.5 Disputes. Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by AWS will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts, subject to the additional provisions below.</p> <p>(a) If the applicable AWS Contracting Party is Amazon Web Services, Inc. or Amazon Web Services Korea LLC, the parties agree that the provisions of this Section 13.5(a) will apply. Disputes will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at <a href="http://www.adr.org">www.adr.org</a> or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator</p>
Get Started for Free	
Create Free Account	



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(b) If the applicable AWS Contracting Party is Amazon Web Services South Africa Proprietary Limited, the parties agree that the provisions of this Section 13.5(b) will apply. Disputes will be resolved by arbitration in accordance with the then-applicable rules of the Arbitration Foundation of Southern Africa, and judgment on the arbitral award must be entered in the Governing Court. The Arbitration Act, No. 42 of 1965 applies to this Agreement. The arbitration will take place in Johannesburg. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties.

**(c) If the applicable AWS Contracting Party is Amazon AWS Serviços Brasil Ltda., the parties agree that the provisions of this Section 13.5(c) will apply. Disputes will be resolved by binding arbitration, rather than in court, in accordance with the then-applicable Rules of Arbitration of the International Chamber of Commerce, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in the City of São Paulo, State of São Paulo, Brazil. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information. The Governing Courts will have exclusive jurisdiction for the sole purposes of (i) ensuring the commencement of the arbitral proceedings; and (ii) granting conservatory and interim measures prior to the constitution of the arbitral tribunal.**

13.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the AWS region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

13.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

13.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.9 Confidentiality and Publicity. You may use AWS Confidential Information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose AWS Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings.



LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

(a) To You. We may provide any notice to you under this Agreement by:

- (i) posting a notice on the AWS Site; or
- (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the AWS Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact AWS by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the facsimile number or mailing address, as applicable, listed for the applicable AWS Contracting Party in Section 14 below. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

13.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.12 U.S. Government Rights. The Service Offerings are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms “commercial item” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.





LEGAL

AWS Customer Agreement

Get Started for Free

Create Free Account

force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

#### 14. Definitions.

“Acceptable Use Policy” means the policy located at <http://aws.amazon.com/aup> (and any successor or related locations designated by us), as it may be updated by us from time to time.

“Account Country” is the country associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if you have a credit card associated with your AWS account that is issued in a different country and your contact address is also in that country, then your Account Country is that different country.

“Account Information” means information about you that you provide to us in connection with the creation or administration of your AWS account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your AWS account.

“API” means an application program interface.

“AWS Confidential Information” means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. AWS Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. AWS Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be





LEGAL

AWS Customer Agreement

"AWS Content" means Content we or any of our affiliates make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). AWS Content does not include the Services or Third-Party Content.

Get Started for Free

Create Free Account

"AWS Contracting Party" means the party identified in the table below, based on your Account Country. If you change your Account Country to one identified to a different AWS Contracting Party below, you agree that this Agreement is then assigned to the new AWS Contracting Party under Section 13.1 without any further action required by either party.

Account Country	AWS Contracting Party	Facsimile	Mailing Address
Brazil*	Amazon AWS Serviços Brasil Ltda.	N/A	A. Presidente Juscelino Kubitschek, 2.041, Torre E - 18th and 19th Floors, Vila Nova Conceicao, São Paulo, Brasil
South Africa	Amazon Web Services South Africa Proprietary Limited	206-266-7010	Wembley Square 2, 134 Solan Road, Gardens, Cape Town, 8001, South Africa
South Korea	Amazon Web Services Korea LLC	N/A	12 <sup>th</sup> Floor GS Tower, 508 Nonhyeon-ro, Gangnam-gu, Seoul, 06141, Republic of Korea
Any country within Europe, the Middle East, or Africa (excluding South Africa) ("EMEA")**	Amazon Web Services EMEA SARL	352 2789 0057	38 Avenue John F. Kennedy, L-1855, Luxembourg
Any country that is not listed in this table above.	Amazon Web Services, Inc	206-266-7010	410 Terry Avenue North, Seattle, WA 98109-



LEGAL

\*Brazil is your Account Country only if you have provided a valid Brazilian Tax Registration Number (CPF/CNPJ number) for your account. If your billing address is located in Brazil but you have not provided a valid Brazilian Tax Registration Number (CPF/CNPJ number), then Amazon Web Services, Inc. is the AWS Contracting Party for your account.

AWS Customer Agreement

\*\*See <https://aws.amazon.com/legal/aws-emea-countries> for a full list of EMEA countries.

Get Started for Free

Create Free Account

"AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its affiliates that we may make available to you in connection with this Agreement.

"AWS Site" means <http://aws.amazon.com> (and any successor or related site designated by us), as may be updated by us from time to time.

"Content" means software (including machine images), data, text, audio, video or images.

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by us), as such user guides and admin guides may be updated by AWS from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under your account.

"Governing Laws" and "Governing Courts" mean, for each AWS Contracting Party, the laws and courts set forth in the following table:

AWS Contracting Party	Governing Laws	Governing Courts
Amazon AWS Serviços Brasil Ltda.	The laws of Brazil	The courts of the City of São Paulo, State of São Paulo
Amazon Web Services South Africa Proprietary Limited	The laws of the Republic of South Africa	The South Gauteng High Court, Johannesburg



LEGAL	Amazon Web Services Korea LLC	The laws of the State of Washington	The state or Federal courts in King County, Washington
	Amazon Web Services, Inc.	The laws of the State of Washington	The state or Federal courts in King County, Washington
AWS Customer Agreement >			

Get Started for Free

Create Free Account

“Indirect Taxes” means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

“Losses” means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).

“Policies” means the Acceptable Use Policy, Privacy Notice, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

“Privacy Notice” means the privacy notice located at <http://aws.amazon.com/privacy> (and any successor or related locations designated by us), as it may be updated by us from time to time.

“Service” means each of the services made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.

“Service Attributes” means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

“Service Level Agreement” means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at <https://aws.amazon.com/legal/service-level-agreements/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“Service Offerings” means the Services (including associated APIs), the AWS Content, the AWS Marks, and any other product or service provided by us



LEGAL	<p>“Service Terms” means the rights and restrictions for particular Services located at <a href="http://aws.amazon.com/serviceterms">http://aws.amazon.com/serviceterms</a> (and any successor or related locations designated by us), as may be updated by us from time to time.</p>
AWS Customer Agreement	<p>“Site Terms” means the terms of use located at <a href="http://aws.amazon.com/terms/">http://aws.amazon.com/terms/</a> (and any successor or related locations designated by us), as may be updated by us from time to time.</p>
<div>Get Started for Free</div> <div>Create Free Account</div>	<p>“Suggestions” means all suggested improvements to the Service Offerings that you provide to us.</p> <p>“Term” means the term of this Agreement described in Section 7.1.</p>
	<p>“Termination Date” means the effective date of termination provided in accordance with Section 7, in a notice from one party to the other.</p> <p>“Third-Party Content” means Content made available to you by any third party on the AWS Site or in conjunction with the Services.</p> <p>“Trademark Use Guidelines” means the guidelines and trademark license located at <a href="http://aws.amazon.com/trademark-guidelines/">http://aws.amazon.com/trademark-guidelines/</a> (and any successor or related locations designated by us), as they may be updated by us from time to time.</p> <p>“Your Content” means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your AWS account and any computational results that you or any End User derive from the foregoing through their use of the Services. For example, Your Content includes Content that you or any End User stores in Amazon Simple Storage Service. Your Content does not include Account Information.</p>

[Sign In to the Console](#)

## Learn About AWS

What Is AWS?

What Is Cloud Computing?

What Is DevOps?

What Is a Container?

## Resources for AWS

Getting Started

Training and Certification

AWS Solutions Portfolio

Architecture Center

Product and Technical FAQs

Analyst Reports

## Developers on AWS

Developer Center

SDKs & Tools

.NET on AWS

Python on AWS

Java on AWS

PHP on AWS



What's New

Blogs

Press Releases

LEGAL

## Help

[AWS Customer Agreement](#) >

Contact Us

AWS Cloud

F

K

A

Get Started for Free

Create Free Account

Legal

Create an AWS Account



Amazon is an Equal Opportunity Employer: *Minority / Women / Disability / Veteran / Gender Identity / Sexual Orientation / Age.*

### Language

عربي |

Bahasa Indonesia |

Deutsch |

English |

Español |

Français |

Italiano |

Português |

Tiếng Việt |

Türkçe |

Русский |

ไทย |

日本語 |

한국어 |

中文 (简体) |

中文 (繁體)



Site Terms

|

Cookie Preferences

|

© 2021, Amazon Web Services, Inc. or its affiliates. All rights reserved.

Legal

[AWS Customer Agreement](#) >

Get Started for Free

Create Free Account

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

Civil Action No. \_\_\_\_\_

\_\_\_\_\_  
*Defendant(s)*

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Parler LLC, a Nevada limited liability company

(b) County of Residence of First Listed Plaintiff Clark County, NV  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

David J. Groesbeck, David J. Groesbeck, P.S.  
1716 Sylvester St. SW, Olympia, WA 98501  
509-747-2800**DEFENDANTS**

Amazon Web Services, Inc., a Delaware corporation

County of Residence of First Listed Defendant King County, WA  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 625 Drug Related Seizure	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> of Property 21 USC 881	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 424 Copyrights	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 820 Copyrights	<input checked="" type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine		<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability		<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle		<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 881 Fair Labor Standards Act	<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 850 Securities/Commodities/Exchange
			<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 890 Other Statutory Actions
			<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 891 Agricultural Acts
			<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 893 Environmental Matters
				<input type="checkbox"/> 895 Freedom of Information Act
				<input type="checkbox"/> 896 Arbitration
				<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
				<input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC 1331 and 28 USC 1337; 15 USC 26; 28 USC 1367

Brief description of cause:

Action for violation Sherman Act, Section 1; Breach of Contract; Tortious Interference with a Contract of Business Expectancy;

**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.**DEMAND \$**

In Excess of \$1,000,000

CHECK YES only if demanded in complaint:

**JURY DEMAND:** ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

January 10, 2021

SIGNATURE OF ATTORNEY OF RECORD

/s David J. Groesbeck, WSBA No. 24749

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE